



BellSouth Telecommunications, Inc.
Suite 2104
333 Commerce Street
Nashville, TN 37201-3300

Charles L. Howorth, Jr.
Regulatory Vice President

615 214-6520
Fax 615 214-8858

May 24, 2002

Mr. Joe Werner, Chief
Telecommunications Division
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee

TARIFF FILING

0200632

Dear Mr. Werner:

SUBJECT: Tariff Filing for Contract Service Arrangement GA00-5376-00

Attached is a Contract Service Arrangement tariff filing of BellSouth Telecommunications, Inc., issued May 24, 2002. We request that this tariff be effective June 3, 2002.

General Subscriber Services Tariff A
Section A5 - Second Revised Page 327

Private Line Services Tariff
Section B5 - Second Revised Page 60

This Contract Service Arrangement is being submitted to the Tennessee Regulatory Authority for review and approval. Details may be found in the Executive Summary which is included with this filing package.

On April 3, 2001, the Authority adopted new Rules in Docket No. 00-00702. In view of the Authority's expressed desire to implement these Rules as the Authority's policy pending final approval, BellSouth filed a tariff to voluntarily comply with these Rules, and that tariff became effective on August 15, 2001. Since these Rules have now been implemented as the Authority's policy, BellSouth is submitting this filing under provisions in those Rules which allow a 10-day interval for the Authority's review and approval of tariffs for special contracts. In addition, notwithstanding language in the CSA to the contrary, the termination liability limitation provisions described above will also apply in the event of early termination of contracts for discount-eligible tariffed services associated with this CSA.

(2)

We appreciate your returning a receipted copy as evidence of this tariff filing. Please call Paul Stinson at 214-3839 if you have questions or wish to discuss.

Yours truly,

Paul Stinson for
Attachment

EXECUTIVE SUMMARY

GA00-5376-00

INTRODUCTION

The purpose of this filing is to introduce a Contract Service Arrangement that provides the customer with discounts in exchange for the Customer's agreement to attain an Annual Revenue Commitment.

DESCRIPTION OF CONTRACT SERVICE ARRANGEMENT

This four year Contract Service Agreement provides for a discount of 9% on billing for discount eligible services as listed in the contract included with this filing in the first year and 13% in subsequent years. Descriptions of these discount eligible services are listed in Sections A3, A6, A9, A12, A13 and A42 of the General Subscriber Services Tariff and B3 and B7 of the Private Line Services Tariff. The applicable terms and conditions are also contained in the contract included with this filing.

REVENUE AND COST INFORMATION

Revenue and cost information associated with this contract is filed under separate cover and is subject to a proprietary agreement.

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.6 Contract Service Arrangements (Cont'd)

A5.6.1 Rates and Charges (Cont'd)

- A. The following is a listing of rates and charges to subscribers requiring contract service arrangements: (Cont'd)

Case No. TN02-9650-01 (con't)

- (6) Committed Information Rate (CIR), (per DLCI) cannot exceed the minimum transmission speed of the link at either end of the PVC

	Nonrecurring Charge	48 Months Monthly Rate	USOC
(a) 1 thru 32 Kbps	\$-	\$5.20	FRVR3
(b) 33 thru 56 Kbps	-	8.45	FRVR5
(c) 57 thru 64 Kbps	-	9.10	FRVR6
(d) 65 thru 128 Kbps	-	12.35	FRVR1
(e) 129 thru 256 Kbps	-	18.85	FRVR2
(f) 257 thru 384 Kbps	-	26.65	FRVR4
(g) 385 thru 512 Kbps	-	33.15	FRVR8
(h) 513 thru 768 Kbps	-	60.45	FRVR7
(i) 769 Kbps thru 1.536 Mbps	-	91.00	FRVR9
(j) 1.537 thru 4 Mbps	-	130.00	FRVRJ
(k) 4.1 thru 10 Mbps	-	240.50	FRVRK
(l) 10.1 thru 16 Mbps	-	422.50	FRVRL
(m) 16.1 thru 34 Mbps	-	1105.00	FRVRM
(n) 34.1 thru 44.210 Mbps	-	1430.00	FRVRN

Case No. TN00-A502-00

This Contract Service Arrangement provides for BellSouth® Primary Rate ISDN -Voice/Data (standard) service for a minimum service period of twenty-four (24) months. Additional terms and conditions that are specific to this contract have been filed with the Tennessee Regulatory Authority and will be made available to interested customers.

- (1) BellSouth® Primary Rate ISDN service

	Nonrecurring Charge	24 Months Monthly Rate	USOC
(a) Access Line, each	\$-	\$130.00	1LD1E
(b) Interface, each - Voice/Data (Standard)	-	375.00	PR71V
(c) B-Channel, each - Voice/Data (Standard)	-	20.00	PR7BV
(d) Telephone Numbers, per telephone number requested inward and 2-way	-	.20	PR7TF

Case No. GA00-5376-00

This Contract Service Arrangement provides a maximum thirteen percent (13%) discount on eligible tariffed services. Discount eligible services are found in Sections A3., A6., A9., A12., A13., and A42. of this Tariff. In order to be eligible for this discount, the customer has agreed to attain an Annual Revenue Commitment on a regional basis. The duration of this Agreement is four years. Additional terms and conditions that are specific to this contract have been filed with the Tennessee Regulatory Authority and will be made available to interested customers.

(N)

(N)

ISSUED: May 24, 2002
BY: President - Tennessee
Nashville, Tennessee

EFFECTIVE: June 3, 2002

**(B5. APPLICATION OF CONSTRUCTION
(TERMINATION AND ADDITIONAL CHARGES))**

B5.7 Contract Service Arrangements (Cont'd)

B5.7.1 Rates and Charges (Cont'd)

- A. The following is a list of rates and charges to subscribers requiring contract service arrangements: (Cont'd)

Case No. TN97-1782-00

- a. This Contract Service Arrangement provides a seven percent (7%) discount on eligible tariffed services. Discount eligible services are found in Section B3., B7., and B8. of this Tariff. In order to be eligible for this discount, the customer has agreed to attain an Annual Revenue Commitment on a regional basis. The duration of this Agreement is three years. Additional terms and conditions that are specific to this contract have been filed with the Tennessee Regulatory Authority and will be made available to interested customers.

Case No. TN00-9403-00

- a. This Contract Service Arrangement provides a seven percent (7%) discount on eligible tariffed services. Discount eligible services are found in Section B7. of this Tariff. In order to be eligible for this discount, the customer has agreed to attain an Annual Revenue Commitment on a regional basis. The duration of this Agreement is three years. Additional terms and conditions that are specific to this contract have been filed with the Tennessee Regulatory Authority and will be made available to interested customers.

Case No. GA00-5376-00

- a. This Contract Service Arrangement provides a maximum thirteen percent (13%) discount on eligible tariffed services. Discount eligible services are found in Section B3., and B7. of this Tariff. In order to be eligible for this discount, the customer has agreed to attain an Annual Revenue Commitment on a regional basis. The duration of this Agreement is four years. Additional terms and conditions that are specific to this contract have been filed with the Tennessee Regulatory Authority and will be made available to interested customers.

(N)

(N)

BellSouth BusinessSM
Master Services Agreement

This BellSouth BusinessSM Master Services Agreement (this "Agreement") effective as of the "Effective Date" (as defined below), by and among the "BellSouth Companies" (as defined and specifically identified in Exhibit 1 to this Agreement), BellSouth Business Systems, Inc., ("BBS") and [REDACTED], ("Customer").

For and in consideration of the mutual promises and agreements contained herein, the parties intending to be legally bound, hereby agree as follows:

I. General.

- A. Except as set forth in Section XVI below, this Agreement sets forth the terms and conditions pursuant to which each individual BellSouth Company provides its respective communications related services ("Services") and any related equipment ("Equipment") to Customer. Set forth in the attachments to this Agreement (together with any Order Addendum or Order Attachment accepted as set forth in an attachment, collectively, the "Attachments" and individually, an "Attachment") are specific terms and conditions (the "Terms and Conditions") governing the Services and Equipment provided to Customer by each BellSouth Company. The term "Main Agreement" means the body of this document and the Exhibits, but excludes all Attachments. The term "Agreement" means the Main Agreement and all Attachments. All Attachments and Exhibits are incorporated into this Agreement by reference. If there is a discrepancy or conflict between the Main Agreement and the Attachments, the Attachments will prevail.
- B. Each BellSouth Company agrees to provide its respective Services and Equipment, and Customer agrees to such Services and Equipment, at the rates and charges, set forth in and subject to the provisions of this Agreement. The initial Services and any Equipment for each BellSouth Company are as set forth in the Attachment for each BellSouth Company.
- C. The parties acknowledge and agree that this Agreement may be amended from time to time to include additional BellSouth Companies as parties and to include such additional equipment and services provided by such additional BellSouth Companies as the parties and such additional BellSouth Company agree. Such amendment will be evidenced by the inclusion of an amended Exhibit 1 and an Attachment for the new BellSouth Company (both initialed by Customer, BBS and the new BellSouth Company).

- D. Additional services and equipment may be made available to, and accepted by, Customer as announced, and under terms and conditions established, by the relevant BellSouth Company. Customer may from time to time request additional services and/or equipment from a BellSouth Company. The terms and conditions applicable to any additional services and/or equipment are the Terms and Conditions set forth in the applicable Attachment and, as to BST, in order attachments (individually, an "Order Attachment" and collectively the "Order Attachments") and, as to the other BellSouth Companies, order addenda (individually, an "Order Addendum" and collectively, the "Order Addenda") to be executed by Customer and the relevant BellSouth Company, in connection with such additional services and equipment.
 - E. Upon request, BBS will provide Customer with the relevant BellSouth Company's then current form of Order Addendum/Order Attachment for the placement and acceptance of orders for any such additional services and equipment. Upon acceptance by the relevant BellSouth Company, any such additional services and/or equipment will be included in the Services and Equipment hereunder and will be subject to the terms and conditions of this Agreement. Any accepted Order Addendum/Order Attachment for additional services and equipment to be included in the Services and Equipment will include a description of such additional services and equipment and all fees and charges for such services and equipment
- II. **Term.** The term of the Main Agreement commences on the Effective Date and ends on the date on which the term of the last Attachment hereto ends. "Effective Date" means the date on which the Main Agreement is executed by BBS on behalf of the BellSouth Companies. The term for any Attachment for any individual BellSouth Company and the applicable circumstances under which any particular Attachment may be terminated as to any individual BellSouth Company are set forth in the Attachment for each such BellSouth Company. Upon the termination of any Attachment with respect to any BellSouth Company, the Main Agreement is deemed terminated with respect to such BellSouth Company. Under such circumstances, the Main Agreement and all other Attachments remain in full force and effect with respect to the remaining BellSouth Companies and the Services and Equipment provided by each.
- III. **Single Point of Contact.**
- A. During the term of this Agreement, Customer's BBS account team will serve as a central point of coordination on behalf of the BellSouth Companies listed in Exhibit 1. Customer will deal directly with each of the BellSouth Companies with respect to changes to existing Services and Equipment, reporting of problems with Services and Equipment, and questions about billing by the respective BellSouth Company.

- B. Nothing in this Section precludes Customer from dealing directly with representatives of any of the BellSouth Companies with respect to any additional services and equipment provided to Customer by that company.
 - C. BBS' Single Point of Contact duties under this Agreement are limited to the coordination role described in III.A.. Without limiting the generality of the foregoing, BBS has no duty to Customer with respect to the delivery of any Services and Equipment or subsequent services and equipment, it being acknowledged and agreed that BBS is not the provider of any Services or Equipment under this Agreement or otherwise.
- IV. **Taxes.** Unless otherwise provided in an Attachment, all charges and fees are exclusive of applicable federal, state or local taxes. Customer agrees to pay to the BellSouth Company providing the relevant Service or Equipment amounts equal to any taxes resulting from this Agreement, the provision of any Service or Equipment or any activities hereunder, exclusive of taxes on the net income of the BellSouth Company that provides the relevant Service or Equipment. The relevant BellSouth Company may add such taxes to invoices submitted to Customer. Customer will be responsible for any ad valorem, property, or other taxes assessable on any equipment included in the Services and Equipment on or after delivery to the installation site.
- V. **Customer's Responsibilities.**
- A. Customer will not use any Services or Equipment in any way that would be or would assist any third party to be in violation of any law, or this Agreement. Customer will not use, transmit or publish in connection with the Services and Equipment any information, software or other content in any manner that violates or infringes upon the rights of any others or use the facilities and capabilities of the Services and Equipment to conduct any business or activity or solicit the performance of any activity that is prohibited by law. Customer will comply with all applicable laws, rules and regulations in connection with the Services and Equipment.
 - B. Delay or failure by Customer to fulfill its responsibilities may result in an adjustment to the costs or the schedule for delivery of the Services and Equipment, and will release the BellSouth Company from its obligations hereunder to the extent that the BellSouth Company is adversely affected by such Customer delay or failure.
- VI. **Assignment.** Except as set forth below or in an Attachment, neither the rights nor the obligations of Customer or any BellSouth Company may be assigned or delegated without the prior written consent of BBS (as to any attempted assignment or delegation by Customer) or of Customer (as to any attempted assignment or delegation by a BellSouth Company), which consent will not be unreasonably withheld or delayed. Any attempted assignment or delegation without the prior written consent of the relevant party will be void.

Notwithstanding the foregoing, any BellSouth Company may, without Customer's consent, (A) assign or delegate this Agreement and/or any duties or obligations hereunder to any entity owned in whole or in part by BellSouth Corporation or by one or more of its direct or indirect subsidiaries, or (B) subcontract the performance of any of its obligations under this Agreement. Except as otherwise specifically stated in this Agreement, the provisions of this Agreement are for the benefit of the parties hereto and not for any other person.

VII. Trade Name, Trademarks and Service Marks; Use of Materials, Marks and Information; Confidentiality and Announcements.

- A. BellSouth BusinessSM, BellSouth BusinessTM and BellSouth Business are a service mark, trademark and trade name, respectively, of BellSouth Intellectual Property Corporation licensed to and with respect to the trade name, used to collectively identify BellSouth Business Systems, Inc., BellSouth Communication Systems, Inc. and BellSouth MNS, Inc. All other BellSouth Company names and logos and all related product and service names, design marks and slogans are the property of the BellSouth Companies or their affiliates. Customer is not authorized to and will not use any BellSouth Company name or mark in any advertising, publicity or in any other manner without the prior written consent of BBS.
- B. Customer will not make any media release or other public announcement relating to or referring to the Agreement without the prior written consent of BBS.
- C. Except as set forth in this Section VII, or as otherwise expressly provided in this Agreement, the BellSouth Companies, BBS and Customer each agree that (i) all information communicated to it by the other and identified and marked as confidential, (ii) all information identified as confidential to which it has access in connection with the Services and Equipment, whether before or after the date hereof, and (iii) this Agreement and the parties' rights and obligations thereunder and hereunder (collectively, "Confidential Information"), will be and will be deemed to have been received in confidence and will be used only for purposes of this Agreement, and each of the parties agrees to use the same means as it uses to protect its own confidential information, but in no event less than reasonable means, to prevent the disclosure and to protect the confidentiality thereof. No Confidential Information will be disclosed by the recipient party without the prior written consent of the disclosing party; provided, however, that each party may disclose this Agreement and any disclosing party's Confidential Information to those of the recipient party's attorneys, auditors, insurers (if applicable), subcontractors and full time employees who have a need to have access to such information in connection with their employment (or engagement, if applicable) by the recipient party, so long as the recipient party notifies such persons of the

obligations set forth in this Section. In any event, compliance by each of the persons referenced in the preceding sentence with the confidentiality obligations set forth in this Section will remain the responsibility of the party employing or engaging such persons.

- D. The obligations set forth in subsection C above will not prevent any party from disclosing information that belongs to such party or (i) is already known by the recipient party without an obligation of confidentiality other than under this Agreement, (ii) is publicly known or becomes publicly known through no unauthorized act of the recipient party, (iii) is rightfully received from a third party, (iv) is independently developed without use of the disclosing party's Confidential Information or (v) is disclosed without similar restrictions to a third party by the party owning the Confidential Information. If Confidential Information is required to be disclosed pursuant to a requirement of a governmental authority, such Confidential Information may be disclosed pursuant to such requirement so long as the party required to disclose the Confidential Information, to the extent possible, provides the disclosing party with timely prior notice of such requirement and coordinates with the disclosing party in an effort to limit the nature and scope of such required disclosure. If Confidential Information is required to be disclosed in connection with the conduct of any mediation or arbitration proceeding carried out pursuant to this Agreement, such Confidential Information may be disclosed pursuant to and in accordance with the approval and at the direction of the mediator or arbitrator, as the case may be, conducting such proceeding. Upon written request at the expiration or termination of an Attachment, all documented Confidential Information (and all copies thereof) owned by the requesting BellSouth Company or Customer (if previously received by the terminating party) will be returned to the requesting party or will be destroyed, with written certification thereof being given to the requesting party. The provisions of this Section VII will survive the expiration or termination of any Attachment and this Agreement for any reason.
- E. Confidential Information will not include any feedback, data, answers, questions, comments, suggestions, ideas or the like, that Customer sends to any BellSouth Company or to BBS relating to the Services or Equipment. The BellSouth Companies and BBS assume no obligation to protect such information from disclosure and will be free to reproduce, use, and distribute the information to others without restriction. The BellSouth Companies and BBS will also be free to use any ideas, concepts, know-how or techniques contained in such information or developed by them, for any purpose whatsoever including but not limited to developing, manufacturing and marketing Services and Equipment incorporating such information. Nothing contained in this Section VII restricts the right and ability of BBS and the BellSouth Companies to use

information concerning the execution of this Agreement and the provision of the Services and Equipment to Customer in internal publications.

- F. All trademark, product and service marks contained on or associated with the Services and Equipment that are not BellSouth Company marks are the trademarks of their respective owners. References to any names, marks, Services or Equipment of third parties does not necessarily constitute or imply BBS' or the BellSouth Companies' endorsement, sponsorship or recommendation of the third party, information, product or service.

VIII. **Notices.** Except as otherwise provided herein, any notices or demands will be given in writing sent by hand delivery, receipted delivery service, certified mail, or registered mail, with postage or charges prepaid and addressed as set forth in this Agreement. Set forth in Exhibit 1 are the notice addresses for the BellSouth Companies and for BBS. Set forth below is the notice address for Customer. Such notices will be deemed given when sent. Addresses may be changed at any time by giving ten (10) business days' prior written notice as above.

Customer:

[REDACTED] c.

IX. **Default.**

- A. Unless provided to the contrary in any applicable law, regulation or tariff, if Customer is in default of any of its obligations under the Main Agreement any BellSouth Company may, in addition to all other rights and remedies provided by this Agreement or by law, terminate the Attachment applicable to the Equipment and Services provided by such BellSouth Company.
- B. "Defaults" include, but are not be limited to, failure to perform a term or condition contained in the Main Agreement, provision of a false statement or representation made for the purpose of obtaining any Equipment or Services, Customer's insolvency, failure to pay debts as they come due, or if Customer becomes subject to any proceeding under the Bankruptcy Act or similar laws.
- C. In the event that any BellSouth Company is prevented from providing any portion or all of the Equipment or Services to be provided by such BellSouth Company as contemplated in this Agreement by any law, regulation, requirement or ruling issued in

any form whatsoever by judicial or other governmental authority (including, without limitation, the Federal Communications Commission), or if a notice from a government agency or department indicates that a BellSouth Company is not permitted to provide any portion or all of the Equipment or Services to be provided hereunder by such BellSouth Company, then, to the extent not prohibited by applicable law or regulation, such BellSouth Company may immediately cease providing the Equipment and Services without any liability whatsoever to Customer. Nothing herein will be construed to require any BellSouth Company to seek a waiver of any law, rule, regulation, or restriction, or seek judicial review or appeal of any court order.

X. Severability.

- A. This Agreement sets forth the entire agreement between Customer, the BellSouth Companies and BBS with respect to the Equipment and Services, and supersedes any prior written or verbal proposals, agreements, understandings or other discussions respecting the same. Neither any BellSouth Company nor BBS will be bound by any provision contained in any purchase order, confirmation, correspondence or other communication from Customer that is at variance with, in addition to or conflicts with any provision of this Agreement, unless such variance, addition or conflict is specifically identified and agreed to in writing by Customer and an authorized representative of BBS or of the BellSouth Company purporting to be bound thereby, which expressly references the appropriate provision of this Agreement.
- B. In the event that one or more of the provisions contained in this Agreement or incorporated herein by reference is invalid, illegal or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions will be considered inoperative to the extent of such invalidity, illegality or unenforceability and unless a failure of consideration would result therefrom, the entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the parties hereto will be construed and enforced accordingly.

- XI. **Survival.** Any obligations of any BellSouth Company, BBS or Customer, which by their terms would continue beyond the termination, cancellation, or expiration of this Agreement or any Attachment, will survive such termination, cancellation or expiration.
- XII. **Disputes.** To the extent permissible under applicable law, regulation or tariff, any dispute, controversy or claim arising under, out of, in connection with or in relation to this Agreement, or the breach,

termination, validity or enforceability of any provision hereof (a "dispute"), if not resolved informally through negotiation between the parties, will be submitted to non-binding mediation. The parties will mutually determine who the mediator will be from a list of mediators obtained from the American Arbitration Association office located in the city determined as set forth below in this Section (the "AAA"). If the parties are unable to agree on the mediator, the mediator will be selected by the AAA. To the extent permissible under applicable law, regulation or tariff, if any dispute is not resolved through mediation, it will be resolved by final and binding arbitration conducted in accordance with and subject to the Commercial Arbitration Rules of the AAA then applicable. Any arbitration pursuant to this Agreement must be commenced within one (1) year after the dispute has arisen. One arbitrator will be selected in accordance with such rules, and the arbitrator will allow such discovery as is appropriate, consistent with the purposes of arbitration in accomplishing fair, speedy and cost-effective resolution of disputes. Judgment upon the award rendered in any such arbitration may be entered in any court having jurisdiction thereof, or application may be made to such court for a judicial acceptance of the award and an enforcement, as the law of such jurisdiction may require or allow. Any negotiation, mediation or arbitration conducted pursuant to this Section XII will take place in Atlanta, Georgia. Other than those matters involving injunctive relief or any action necessary to enforce the award of the arbitrator, the parties agree that the provisions of this Section XII are a complete defense to any suit, action or other proceeding instituted in any court or before any administrative tribunal with respect to any dispute or the performance or provision of the Services and Equipment by the relevant BellSouth Company. Nothing in this Section prevents the parties from exercising their right to terminate this Agreement in accordance with the terms hereof.

- XIII. Force Majeure.** The BellSouth Companies will be excused from performance and will not be liable for any delay or damage caused, in whole or in part, by any occurrence beyond the reasonable control either of the relevant BellSouth Company or of its subcontractors or suppliers. Such contingencies include, without limitation, war, civil disobedience, delay in transportation, failure by suppliers to deliver equipment, governmental action, acts of any third party, labor dispute, strikes, or other concerted acts of workers (whether of BellSouth Companies or others), accident, fire, explosion, flood, severe weather or other acts of God, power failure, shortage of labor or materials, or discovery of asbestos or other hazardous substance or any other causes or circumstances whether of a similar or dissimilar nature to the foregoing. The relevant BellSouth Company may cancel or delay performance hereunder for so long as such performance is delayed by such occurrence

or occurrences, and in such event such BellSouth Company will have no liability to Customer.

- XIV. **Waiver.** No failure on the part of BBS or any BellSouth Company to exercise any right or remedy arising directly or indirectly under this Agreement will operate as a waiver or any right or remedy it may have, nor will an exercise of any right or remedy by BBS or any BellSouth Company preclude any right or remedy otherwise available to any such company.
- XV. **Governing Law.** To the extent permissible under applicable law, regulation or tariff, this Agreement, including the Exhibits, Attachments and any Order Addenda/Order Attachments will be governed by the laws of the State of Georgia, without regard to its conflicts of laws provisions.
- XVI. **BellSouth Company Obligations.**
- A. The Main Agreement and Attachment 1 (collectively, the "BST Regulated Provisions") are or may be, a CSA with respect to regulated BST Services. No other Attachment constitutes any portion of any CSA.
 - B. The parties acknowledge and agree that each BellSouth Company is responsible only for the provision of those Services and Equipment specifically identified in the Attachment applicable to such BellSouth Company (the "Applicable Attachment") and that no BellSouth Company will have any duty, obligation or liability with respect to the provision of the Services and Equipment of any other BellSouth Company or with respect to the terms and conditions set forth in any Attachment other than the Applicable Attachment. Without limiting the generality of the foregoing, the parties acknowledge and agree that the duties and responsibilities of each BellSouth Company and BBS are several and not joint.
 - C. Without limiting the generality of subsection B above, the parties acknowledge and agree that (i) this Main Agreement and the Applicable Attachment constitute the entire agreement between Customer and the relevant BellSouth Company with respect to the Equipment and Services provided by that BellSouth Company; and (ii) the terms and conditions (including, without limitation, any price or discount terms) contained in the Applicable Attachment pursuant to which the relevant BellSouth Company provides the relevant Equipment and Services stand on their own and are in no way dependent or conditioned upon, or otherwise affected by the terms and conditions contained in any other Attachment contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year set forth below.

Customer:

BBS, on behalf of itself and as
authorized signatory for the BellSouth
Companies identified on Exhibit 1

BellSouth Business Systems, Inc.

By: 

By: A J Franks

Printed Name

By: 

By: [Signature]

Authorized Signature

Authorized Signature

Title: S.P. V.P.

Title: 1/18/01

Date: 1/12/01

Date: ASP Sales

EXHIBIT 1

LIST OF BELL SOUTH COMPANIES

BellSouth Telecommunications, Inc. ("BST") Regulated Services
BellSouth Communications Systems ("BCS")

Attachment 1

[REDACTED]

**Terms and Conditions for
BellSouth Telecommunications, Inc. ("BST") Regulated Services**

1. **Services.** Customer hereby orders the Services described in the Master Services Agreement-Order Attachment the form of which is attached as Exhibit 1 to this Attachment ("Order Attachment(s)") at the recurring and non-recurring rates, charges in the Order Attachment, and in accordance with terms and conditions as described in the applicable tariffs and Order Attachment(s). Customer agrees to pay for the services included in all Order Attachment(s).
2. **BST Regulated Provisions.** This Attachment and the Main Agreement (collectively, the "BST Regulated Provisions") are subject to and controlled by the provisions of BST's tariffs including but not limited to the General Subscriber Services Tariff and the Private Line Services Tariff and all such revisions to said tariffs as may be made from time to time. Except for the rates and charges in the Order Attachment(s), the tariff supersedes any conflicting provisions of the BST regulated Provisions. BST agrees that any appropriate tariff decreases for any rate element will be provided to the Customer.
3. **Cancellation.**
 - A. If Customer cancels a Service ordered pursuant to an Order Attachment prior to the completed installation of the Service but after the execution of the Order Attachment, Customer will pay all reasonable costs incurred in the implementation of the Service included in the Order Attachment. Such reasonable costs will not exceed all costs which could apply if the work in the implementation of the Order Attachment had been completed.
 - B. If Customer cancels a Service ordered pursuant to an Order Attachment at any time prior to the expiration of the Service period set forth in the appropriate Order Attachment(s), Customer will be responsible for all "Termination Charges" unless otherwise specified. "Termination Charges" are defined as all reasonable charges due or remaining as a result of the minimum service period agreed to by BST and Customer as set forth in the Order Attachment(s).

PROPRIETARY - NOT FOR DISCLOSURE OUTSIDE OF BELL SOUTH EXCEPT WITH WRITTEN PERMISSION

- C. Customer further acknowledges that it has options for its telecommunication services from service providers other than BST and that it has chosen BST to provide the Services specified in each Order Attachment. Customer, therefore, agrees that in the event it terminates Services provided pursuant to an Order Attachment for a Contract Service Arrangement or Special Service Arrangement (a.k.a. Special Assembly), Customer will be responsible for Termination Charges. Customer, however, will not be responsible for Termination Charges if a certified reseller of BST local service resells this Attachment to Customer and such reseller executes a written document agreeing to assume all of Customer's obligations to BST under this Attachment.
- 4. **SA/CSA.** The BST Regulated Provisions when used in conjunction with a Special Assembly or Contract Service Arrangement may be subject to appropriate regulatory approval prior to commencement of installation. In the event such regulatory approval is denied, after a proper request by BST, any Special Assembly and/or Contract Service Arrangement will be null and void and be of no effect.
- 5. **Service Period.**
 - A. The service period shall be as specified in the Order Attachment(s) to this Agreement. For the determination of any service period, the service period shall commence the date that the installation of Service is completed.
 - B. At the expiration of the service period for any Service that is available pursuant to the tariff, Customer may continue the Service according to renewal options provided under the tariff. If Customer does not elect an additional service period, or does not request discontinuance of service, the Service will be provided at the monthly rate currently in effect for month-to-month rates. At the expiration of the service period for any Special Assembly or Contract Service Arrangement, Customer may convert to an available tariff offering for the specific service or may request a new Special Assembly or Contract Service Arrangement.
- 6. **Order Attachment(s).** Customer may order additional existing services or new services by submitting an appropriate Order Attachment properly authorized and submitted in accordance with BST's procedures. Rates for additional and/or new services will be

in accordance with the applicable tariff rates in effect at the time the Order Attachment is accepted by BST or as otherwise stated in the appropriate Order Attachment.

7. Discount Provisions.

A. Definitions. As used in this Attachment 1, the following words or phrases have the following meanings. If not otherwise defined herein, all capitalized words and phrases have the meaning set forth elsewhere in the Agreement.

- i. "Annual Revenue Commitment" - The agreed upon amount of billing each year to Customer by BST for BST regulated services that represent the billing Customer agrees to achieve for purposes of this Attachment. Customer's Annual Revenue Commitment is included in to this Attachment.
- ii. "Baseline" - The annualized billing to Customer for BST regulated services during each year that is used to calculate the Annual Revenue Commitment. Baseline in subsequent years is the aggregate billing for the previous twelve (12) month period prior to the application of any Discount.
- iii. "Discount" - The "Discount Level" is the percentage reduction applied to the monthly billed revenue for the BST services that are Discount Eligible and for which billing has occurred or will occur during the current billing period.
- iv. "V&T Eligible Services" - All regulated services purchased by Customer whose billing is used to calculate Annual Revenue Commitment. Billing for non-recurring charges, directory assistance, measured or message local service, taxes, and publicly imposed surcharges including but not limited to the surcharges for 911 service and dual party relay service, is not considered V&T Eligible and was not used to calculate the Annual Revenue Commitment.
- v. "Discount Eligible Services" - All BST local and intraLATA services purchased by Customer that are appropriate for a percentage reduction off the existing monthly billed revenue as mutually agreed to by Customer and BST. The Discount Eligible Services are listed in Exhibit 2 to this Attachment.
- vi. "Contract Year" - The twelve (12) month period during the term of this Attachment beginning on the Effective Date, or any

subsequent twelve (12) month period that begins on the anniversary of the Effective Date.

- vii. "Expiration Date" - The date on which the term of this Attachment expires.

B. Annual Revenue Commitment

- i. Customer and BST agree to an Annual Revenue Commitment in the first Contract Year of this Attachment of \$1,390,000.00. The Annual Revenue Commitment represents one hundred percent (100%) of Customer's Baseline billing for 1999.
- ii. BST and Customer agree that all recurring charges for V&T Eligible Services billed by BST to Customer during each year of this Attachment will be applied toward the Annual Revenue Commitment. Customer's progress toward meeting the Annual Revenue Commitment will be tracked by BST and measured in pre-discounted billed dollars.
- iii. Customer and BST agree to determine Customer's Annual Revenue Commitment at the beginning of each Contract Year. The Annual Revenue Commitment for each Contract Year will be expressed as one hundred percent (100%) of the Baseline billing for the previous Contract Year, except for the first Contract Year where the Annual Revenue Commitment will be expressed as one hundred percent (100%) of the Baseline billing for the twelve (12) months immediately preceding the beginning of the first Contract Year.
- iv. In the event the Annual Revenue Commitment is adjusted due to a Business Change, Higher Order of Service, or Tariff Change, as defined herein, Customer will be permitted to reduce its Annual Revenue Commitment by an amount equal to the adjustment made during the V&T Annual True-Up (as defined herein). The Annual Revenue Commitment levels contained in Exhibit 2 will be reduced by an amount equal to the adjustment made during the V&T Annual True-Up.

C. Discount Level

- i. BST will apply a discount that is a percentage reduction off the monthly billed revenue for the total billed revenue associated with the Discount Eligible Services at the beginning of the Contract Year. BST will begin to apply the Discount on the first billing

cycle of the Effective Date. The Discount Level will be based on the Annual Revenue Commitment and is set forth in Exhibit 2 to this Attachment.

- ii. Charges billed pursuant to the Federal or State Access Services tariffs, billing for taxes or publicly imposed surcharges, including but not limited to, the surcharges for 911 or dual party relay services, Local Usage, Special Service Arrangements, Contract Service Arrangements, WATSSaver, and End User Common Line Charges, are not eligible for the application of the discount. Billing associated with certain services may not be eligible for the application of a discount in order to maintain compliance with applicable regulatory and legal requirements.
- iii. Charges billed for V&T Eligible Services for which Customer has not paid will not be counted toward the Annual Revenue Commitment, or toward the amounts set forth in Exhibit 2 to this Attachment for purposes of determining a discount level attained by Customer.
- iv. Customer and BST will be jointly responsible for the identification of Customer accounts with V&T Eligible Services. Customer and BST agree that BST will not be responsible for failure to apply a discount to a V&T Eligible Service if such failure results from Customer's failure to identify the relevant account. Additional V&T Eligible Service accounts may be added only by mutual agreement of the parties. Customer will provide a written list of the V&T Eligible Service accounts within ten (10) business days after the Effective Date of this Attachment.

D. Annual Growth Incentive Award. If Customer exceeds its Baseline by more than five percent (5%) during any Contract Year, Customer will receive an additional credit called the Annual Growth Incentive Award ("AGIA"). The AGIA will equal ten percent (10%) of the billed charges for V&T Eligible Services less the current Contract Year's Baseline. The AGIA will not exceed \$50,000.00. The AGIA will be calculated and applied at the time of the V&T Annual True-Up. AGIA credits resulting from Annual True-Up will be applied within thirty (30) days of the completion of Annual True-Up.

E. Regulatory and Other Contractual Considerations.

- i. Customer recognizes and agrees that the BST Regulated Provisions are not intended to replace or supersede existing tariffs and that all services that are included under the BST Regulated Provisions will

be purchased in accordance with the approved BST General Subscriber Services Tariff and Private Line Services Tariff in effect in each state. The provisions of such tariffs applicable to the services will apply unless and except to the extent the BST Regulated Provisions contain express provisions specifically in conflict therewith (in which case the express provisions of the BST Regulated Provisions will control to the extent permitted by applicable law.)

- ii. Customer acknowledges that BST may be required to file and obtain approval of the BST Regulated Provisions in certain states prior to the implementation of the contents of this Attachment. BST agrees to begin any necessary filings within thirty (30) calendar days after the Effective Date. In the event the BST Regulated Provisions are denied by a regulatory agency in any state or by another regulatory body with jurisdiction over this matter, this Attachment shall be null and void and of no effect in that state.

F. Commitment Shortfall. Customer agrees that if it fails to meet its Annual Revenue Commitment during a given Contract Year, to the extent permitted by applicable law and regulation, BST will bill and Customer agrees to pay the difference between the actual billed revenue for the current Contract Year and its Annual Revenue Commitment. To the extent permitted by applicable law and regulation, BST will issue Customer a bill for the commitment shortfall

G. Provision for Discounting Additional and New Services. For the purposes of this Attachment an "Additional Service" is an intraLATA service that is tariffed by BST on the Effective Date of this Attachment and is not considered an intraLATA Discount Eligible Service. A "New Service" is an intraLATA service that has been tariffed by BST after the Effective Date of this Attachment. Customer may submit a request to BST to obtain a discount on the Additional Service or New Service under this Attachment.

H. Acquisition of New Businesses. In the event Customer acquires a new business or operation within the BST service area during the term of this Attachment and desires to include the services under this Attachment, BST and Customer will review such request and in the event it is mutually determined that the inclusion of these services is appropriate, BST and Customer will amend this Attachment, including the Annual Revenue Commitment level in Exhibit 2, as appropriate to include such services in this Attachment. Any revisions due to acquisition will be made during the V&T Annual True-Up at the end of the year in which the acquisition occurred, and will affect the Annual Revenue Commitment for

future years. V&T Eligible Services included in this Attachment as the result of an acquisition will be used in the calculation an Annual Growth Incentive Award in the Contract Year in which the acquisition occurred.

- I. Termination Liability. If Customer desires to terminate the discount provisions of Attachment 1 prior to its expiration, Customer must provide BellSouth written notice of such termination 60 days prior to the effective date of termination. Termination liability will be in accordance with the following:

- (1) If written notice of termination is delivered to BellSouth by Customer to be effective prior to the expiration date of the Agreement, BellSouth will bill Customer the following termination charges:

- (a) Discounts received for the life of the Contract or for the previous 12 months, whichever is less, and
- (b) The prorated portion of the Contract Implementation and Tracking Costs, calculated as follows:

Prorated Implementation and Tracking
Costs = $\$22,821.00 \times (\text{Contract Months Remaining} / \text{Total Contract Months})$

- (2) The application of termination charges pursuant to this Section shall not affect the application of termination charges pursuant to tariff or any other agreement.
- (3) Customer further acknowledges that it has options for its telecommunications services from service providers other than BellSouth to provide the services described in this Agreement, Customer will be responsible for termination charges set forth in subsections 1 and 2 above. Customer, however, will not be responsible for termination charges if a certified reseller of BellSouth local service resells this Agreement to Customer and such reseller executes a written document agreeing to assume all of Customer's obligations to BellSouth under the Agreement.

- J. Business Changes. In the event of a divestiture of a significant part of Customer's business, a business downturn beyond Customer's control, or a network optimization using other BST services, (hereinafter collectively referred to as "Business Change"), any of which significantly reduces the volume of network services required by Customer, with the result that Customer is unable to meet its Annual Revenue Commitment under this

Attachment (notwithstanding Customer's best efforts to avoid such a shortfall), BST and Customer will cooperate to reduce Customer's Annual Revenue Commitment to the extent of any shortfall resulting from the Business Change. This provision does not apply to a change resulting from a decision by Customer : (i) to reduce its overall use of telecommunications; or (ii) to transfer portions of its traffic or projected growth to providers other than BST. Customer must provide BST written notice of the conditions it believes will require the application of this provision. This provision does not constitute a waiver of any charges, including shortfall charges, incurred by Customer prior to the time the parties mutually agree to amend this Attachment. This provision does not affect the application of termination charges pursuant to the tariff or other agreements.

- K. Higher Order of Service. BST may offer to Customer new technological features and capabilities which will provide additional value to Customer with higher functionality and increased capacity ("Higher Order of Service"). In the event Customer elects to incorporate such a Higher Order of Service into its network design, and the use of such Higher Order of Service results in Customer's being unable to meet its Annual Revenue Commitment under this Attachment, then, subject to all applicable regulatory requirements, BST agrees to reduce Customer's Annual Revenue Commitment to the extent of any shortfall resulting from the migration to a Higher Order of Service.
- L. Tariff Changes. If during the term of this Attachment, BST requests and receives regulatory approval for price reductions on tariff services purchased by Customer and such price reductions cause Customer to be unable to meet its Annual Revenue Commitment under this Attachment, then subject to applicable regulatory requirements, BST agrees to reduce Customer's Annual Revenue Commitment to the extent of the shortfall resulting from the price reduction(s).
- M. Annual True-Up.
- i. Within 90 days of the end of each Contract Year, BST will conduct a review of Customer's revenue to determine if Customer achieved its Annual Revenue Commitment ("Annual True-Up"). During the Annual True-Up, BST will calculate any Commitment Shortfall in accordance with Section 7.F. and determine Customer's Baseline billing for the following year in accordance with Section 7.A.ii. During the Annual True-Up, BST and Customer can also propose any adjustments to the Annual Revenue Commitment. Finally, during the Annual True-Up, BellSouth and Customer will determine the Annual Revenue Commitment for the new Contract Year in accordance with Section 7.B.

- ii. Customer and BST agree that any credit resulting from the Annual True-Up will be applied as a credit on the BST bill for local and intraLATA services. Further, any debit resulting from the Annual True-Up for failure to meet the Annual Revenue Commitment or Termination Liability will be billed directly to Customer and Customer agrees to assume responsibility for all outstanding amounts.
- N. Offer Expiration. This offer shall expire on December 31, 2000
- O. Extension of Term. The term of this Attachment may be extended for two additional one year periods upon the mutual agreement of the parties. Customer shall provide BST written notice of its intent to renew at least 60 days before the beginning of each one year renewal period.

Exhibit 1 to Attachment 1

Terms and Conditions for BellSouth Telecommunications, Inc. ("BST") Regulated Services

ORDER ATTACHMENT

This Order Attachment is Made Pursuant to the BellSouth BusinessSM Master Services Agreement No. GA96-00

Service: _____

Selected Service Period: _____

Service Specific Tariff: _____

Installation Date: _____

Customer's Billing Address: _____

Estimated Installation Interval: _____

Customer's Installation Address: _____

ORDER DETAIL

QUANTITY	USOC	DESCRIPTION	NON-RECURRING \$	RECURRING \$

Other Terms and Conditions:

Customer: _____

By: _____
(Authorized Signature)

By: _____
(Authorized Signature)

Title: _____

Title: _____

Date: _____

Date: _____

PROPRIETARY - NOT FOR DISCLOSURE OUTSIDE OF BELL SOUTH EXCEPT WITH WRITTEN PERMISSION

Exhibit 2 to Attachment 1

**Terms and Conditions for
BellSouth Telecommunications, Inc. ("BST") Regulated Services**

1. **Term** 3 Years
2. **Discount Provisions**
 - A. Annual Revenue Commitment: \$1,390,000.00
(100% of Baseline)
 - B. Baseline (First Year): \$1,390,000.00
 - C. Discount Level: 9%
 - D. Growth Percentage 5%
 - E. Annual Growth Incentive Award: 10% (not to exceed \$50,000.00)
 - F. Discount Eligible Services:
 - Analog Private Line
 - Crisislink Service
 - Basic Business
 - Megalink Channel Service
 - Megalink Service*
 - SynchroNet Service
 - FCO & FX Service
 - Basic Rate ISDN
 - Primary Rate ISDN
 - Multiserv
 - ESSX/Multiserv NARs
 - Megalink Channel Service NARs
 - Frame Relay
 - SMARTPath Service
 - PBX/DID Trunks

*Megalink Service is not discount eligible in Kentucky

**Amendment to
BellSouth Business Master Services Agreement
Attachment 1 - Terms and Conditions for BST Regulated Services**

This Amendment is to the BellSouth Business Master Services Agreement, Attachment 1 - Terms and Conditions for BST Regulated Services ("Attachment 1") GA00-5376-00, entered into between BellSouth Telecommunications, Inc. by BellSouth Business Systems, Inc. ("BellSouth") and [REDACTED] ("Customer") on January 18, 2001.

- A. Customer and BellSouth agree to extend the Term of Attachment 1 for one (1) additional year.
- B. Customer and BellSouth agree to an Annual Revenue Commitment in Contract Year Two of Attachment 1 of \$4,306,000.00. The Annual Revenue Commitment represents one hundred percent (100%) of Customer's Baseline billing for the previous Contract Year.
- C. The Annual Revenue Commitment in Contract Year Three and Contract Year Four of Attachment 1 shall be one hundred percent (100%) of Customer's Baseline billing for the previous Contract Year.
- D. Beginning in Contract Year Two, BellSouth shall apply a discount of 13 percent (13%) off the monthly billed revenue for the total billed revenue associated with the Discount Eligible Services at the beginning of the Contract Year.
- E. The Baseline, Annual Revenue Commitment, Discount Level and Discount Eligible Services for Contract Year Two are listed in Revised Exhibit 2 to Attachment 1.
- F. The Effective Date of this Amendment shall be December 1, 2001, the first day of Contract Year Two.
- G. The "Termination Date" of Attachment 1 shall be November 30, 2004 at 11:59 p.m.
- H. This Amendment supercedes the BellSouth Business Master Services Agreement (TN01-2904-00) and Regulated Services Attachment , (TN01-2905-00), dated August 23, 2001, between BellSouth and American General Corporation.
- I. This offer shall be valid until April 30, 2002.
- J. Except for the foregoing, the remaining terms and conditions of Attachment 1 remain fully executable between BellSouth and Customer.

Revised Exhibit 2 to Attachment 1

**Terms and Conditions for
BellSouth Telecommunications, Inc. ("BST") Regulated Services**

1. **Term (Effective December 1, 2000)** 4 Years

2. **Discount Provisions (Effective December 1, 2001)**
 - A. **Annual Revenue Commitment:** \$4,306,000.00
 (100% of Baseline)

 - B. **Baseline (Contract Year Two):** \$4,306,000.00

 - C. **Discount Level:** 13%

 - D. **Growth Percentage** 5%

 - E. **Annual Growth Incentive Award:** 10% (not to exceed \$50,000.00)

 - F. **Discount Eligible Services:**
 - Analog Private Line
 - Crisislink Service
 - Basic Business
 - Megalink Channel Service
 - Megalink Service
 - SynchroNet Service
 - FCO & FX Service
 - Optional Calling Plan
 - Basic Rate ISDN
 - Primary Rate ISDN*
 - Multiserv
 - BellSouth Centrex
 - ESSX/Multiserv NARs
 - Megalink Channel Service NARs
 - Lightgate NARs
 - SMARTPath Service
 - PBX/DID Trunks

*Primary Rate ISDN is not discount eligible in Georgia

Customer:

[REDACTED]

[REDACTED]

[REDACTED]

Printed Name:

Title: PRESIDENT

Date: 5-30-02

BellSouth Telecommunications, Inc.
By: BellSouth Business Systems, Inc.

By: [Signature]

Printed Name: Art Franks

Title: Sales Vice President

Date: 5-6-02

TENNESSEE ADDENDUM

1. Customer and BST acknowledge that various competitive alternatives are available to Customer in the State of Tennessee, including competitive alternatives to services provided herein, as evidenced by one or more of the following:
 - A. Customer has received offers for comparable services from one or more other service providers including _____.
 - B. Customer is purchasing or has purchased comparable services from one or more other service providers including _____;
 - C. Customer has been contacted by one or more other service providers of comparable services including _____; and _____.
 - D. Customer is aware of one or more other service providers from whom it can currently obtain comparable services including WorldCom, Hyperion.
2. Customer and BST agree that Customer's early termination of the CSA without cause will result in damages that are indeterminable or difficult to measure as of this date and will result in the charging of liquidated damages as specified in this paragraph. Notwithstanding any provisions in the CSA to the contrary, Customer and BST agree that with regard to services provided within the State of Tennessee, this paragraph sets forth the total amounts of liquidated damages Customer must pay upon early termination of the CSA without cause which will be lesser of the following:
 - a. the amount specified in Section X. of this CSA; or
 - b. the total of the repayment of discounts received during the previous twelve (12) months of service, the repayment of the prorated amount of any waived or discounted nonrecurring charge, and the repayment of the prorated amount of any documented contract preparation, implementation, and tracking or similar charges; or
 - c. six percent (6%) of the total CSA amount; or
 - d. twenty-four percent (24%) of the average annual revenues of the CSA if the term of the CSA is longer than four (4) years. Customer and BST agree that these amounts represent a reasonable estimate of the damages BST would suffer as a result of such early termination and that these amounts do not constitute a penalty.
3. Customer and BST acknowledge and confirm their understanding that:
 - (a) Customer's agreement to pay the difference between the actual billed revenue for its V&T Eligible Services and its contract revenue commitment, as set forth in Section VI. of the CSA, does not apply upon Customer's early termination of the CSA; and
 - (b) Customer must therefore pay only the amount calculated in accordance with Section X. upon early termination of the CSA.

4. In the event that the Customer terminates this tariff term plan without cause prior to the expiration of this term plan, the Customer shall pay a termination charge as specified in the BellSouth tariffs (Section A2.4.10.E.1 and B2.4.9.A.4, available on the Web at <http://cpr.bellsouth.com/pdf/tn/tn.htm>). The Customer may request a calculation of the termination charge at any time during the term of this contract. Based on the information available at the start of this contract, at the end of the first six (6) months of the contract period and for each six (6) month period thereafter, the estimated amount of the termination liability charge will be \$775,080. In any event, the estimated termination liability charge will not exceed this amount. Should the Customer elect to terminate this contract prior to the expiration date without cause, the actual termination charge will be calculated in accordance with the tariffs referenced above and based on information available at the time of termination.

Customer:

BellSouth Telecommunications, Inc.
By: BellSouth Business Systems, Inc.

By: Art Franks

Printed Name: [Redacted]

Printed Name: Art Franks

Title: President

Title: Sales Vice President

Date: 4-30-02

Date: 5-6-02